

**AMENDMENT NO. 1  
TO  
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No. 1 ("Amendment") to that certain Master Software and Services Agreement effective as of July 1, 2012 (the "Original Agreement") is entered into effective as of June 9, 2015 2015 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and Florida State University, Board of Trustees an institution of higher learning and public body corporate of the State of Florida, for and on behalf of the Florida State University ("Customer").

**Background**

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the term of the Original Agreement and provide Customer with additional Hardware, Software and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

**Original Agreement Amendments**

1. **Supplemental Investment Addendum**. The Investment Addendum (Exhibit D to the Original Agreement) shall be amended and restated as set forth on Exhibit A attached hereto.

2. **Term**. Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2020 ("Initial Term") and may renew for subsequent periods (each a "Renewal Term") upon mutual agreement. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term"."

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

**PACIOLAN, INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FLORIDA STATE UNIVERSITY**

Signature: Stan Wilcox

Name: Stanley Wilcox

Title: Director of Athletics

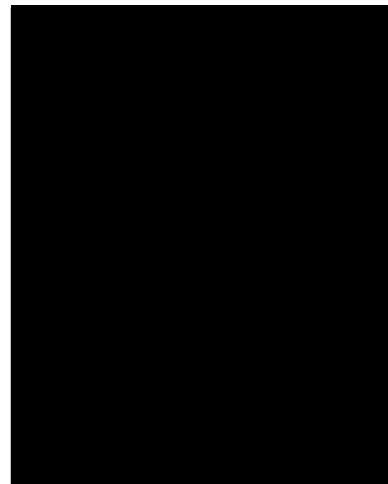
Date: 6/9/15

**APPROVED**  
As to Form and Legal Sufficiency  
Office of General Counsel  
By: Michele R. Osborne  
Michele R. Osborne  
Associate General Counsel

**EXHIBIT A**  
**INVESTMENT ADDENDUM**

**SOFTWARE & SERVICES**

Qty	Description
<b>SOFTWARE</b>	
<b>Paciolan Application Software</b>	
1	t.Res Software License
1	t.Fund Software License
1	t.Credit Software License
1	e.Venue Software License
48	Paciolan Concurrent User License
<b>SUBSCRIPTION SERVICES</b>	
<b>Hosting Service</b>	
1	Annual Hosting Services
<b>Access Management</b>	
1	Annual Access Subscription
<b>Credit Authorization</b>	
1	Annual Credit Authorization Service
<b>PACMAIL</b>	
1	Annual PACmail Subscription
<b>Service Program</b>	
48	Users, Premium Service Program (t.Res, t.Fund, t.Credit)
<b>eQuery</b>	
1	eQuery License Subscription



Access Management	
Qty	Description
<b>Hardware</b>	
160	Handheld scanner kits
160	Janam XM66W Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery
18	3760mAh 3.7V Extended Battery
1	USB Cable Cup
1	1-slot serial cradle Kit - includes power supply, line cord, & communication cable
40	4-Slot Charge - only Cradle Kit - includes power supply & line cord - communication cable available as add-on
3	Janam Six-Bay battery charging station (holds 6 batteries) - includes power supply & DC power connector
160	Lanyard/Neck strap
0	Access Point kits
0	Access server
<b>Hardware subtotal</b>	
<b>Software</b>	
Access Management software licenses	
160	AM Handheld software license fee (53 New & 107 Replacement HHs)
160	Microsoft Windows Device CAL
<b>Software subtotal</b>	
<b>Professional Services</b>	
19	Day(s), Access Services
	Pre-Install Site Visit/Assessment
	Project Management & Planning
	System Installation & Testing
	Consulting and Training
	Event Support
<b>Professional Services subtotal</b>	
<b>Total</b>	

- \* Notes:
- *Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred.*
  - Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred.*
  - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning.
  - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery.
  - Scope of work is completed in phases for multi-venue/multi-activity implementations.
  - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability.
  - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc.
  - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity.
  - Paciolan supports the performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.
  - All additional expenses incurred by Paciolan and charged to Customer shall be subject to Section 5(D) of the Master Software and Services Agreement effective as of July 1, 2012 between Paciolan and Customer.

